

AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, December 7, 2021

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the December 14, 2021 agenda
5. Action to approve the December 7, 2021, minutes of the Board of Codington County Commissioners
6. Monthly reports
 - a. Director of Equalization
 - b. Auditor
 - c. Welfare
7. Action to approve the Auditor's Acct. w/Treasurer and note monthly Register of Deeds fees

8. Action to approve an agreement with Journal Technologies for States Attorney case management software
9. Action to approve the purchase of 2 (two) patrol vehicles as budgeted in 2022
10. Action to accept the resignation of a Sheriff's Office Public Safety Support Tech.
11. Action to advertise and hire to fill a vacant Sheriff's Office Public Safety Support Tech.

12. Action to approve the purchase of a Freightliner dump truck as budgeted in 2022

13. Action to approve a funding agreement with USGS for flood monitoring services as budgeted
14. Action to approve a contract with the SD DOH for Community Health Nursing Services as budgeted
15. Action to approve the 2022 MOU with SDSU Extension Service for 4-H Youth Program Advisor as budgeted
16. Discussion/possible action to consider funding for the Human Service Agency Appropriate Regional Facility
17. Dan Lederman briefing on the Summit Carbon Solutions Pipeline
18. Action to approve claims for payment
19. Action to approve automatic budget supplements
20. Action to approve personnel changes
21. Action to approve travel requests
22. Public Notices – a possible quorum of Commissioners could be in attendance at:
23. Old Business

24. New Business

25. Open

- a. Public Comments
- b. Commission Comments

26. Action to enter into Executive session per SDCL 1-25-2

- (1) Discussion of personnel issues
- (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters
- (3) Preparing for contract negotiations with employees or employee's representatives
- (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)

27. Action to adjourn until 9:00 a.m., Tuesday, December 14th, 2021; at the Codington County Court House

Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.

Official Proceedings
County of Codington, Watertown, South Dakota
Codington County Court House
14 1st Ave SE

December 7, 2021

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 7, 2021, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Hanten presiding. Veterans Service Officer, Todd Rose, led the pledge of allegiance.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Hanten called for public comments to be taken up during the open portion of the meeting; none were offered. There were no conflict-of-interest items to note.

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the December 7, 2021 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by VanDusen, to approve the minutes of the November 23rd, 2021 meeting of the Codington County Commissioners; all voted aye; motion carried.

MONTHLY REPORTS

4-H/Youth Program Advisor, Jodi Loehrer, updated the Board: Clover Buds numbers are currently at 37; Vision 2025 Town Halls are being conducted across the state along with annual evaluations of 4-H Youth Program Advisors; Shooting Sports registration is now open online, Archery will be held Tuesdays and Thursdays, BB Gun will be held Tuesdays, and Air Pistol, Air Rifle, and BB Gun will be held Thursdays for second year and beyond participants; 4-H at Home Projects continue with 79 current applicants; the 4-H Farm Show Lunch Counter operations will be back to normal for the 2022 Farm Show and three lunch counters will be set up; the 4-H Christmas tree is on display at the Watertown Regional Library, voting for the tree is encouraged; and a 4-H display can currently be seen at the Watertown Winter Wonderland venue at the Stokes Thomas City Park campground. **Veterans Service Officer, Todd Rose**, updated the Board: Today is the 80th anniversary of the Japanese attack on Pearl Harbor; VSO training in Sioux Falls, scheduled for this week, has been cancelled with plans to reschedule in January; the 2021 Veterans Day Ceremony was a success with many positive comments about the change in venue to the Watertown High School; 7 DAV transports took place in November with 5 planned for December; no word on a delivery date of the new transport van and 8 qualified drivers are available at this time; a "Toys for Tots" collection box is located in the Veterans Service Office; the VA COLA for 2022 is 5.9%, the highest increase since 2009; development letter mailings from the VA to Veterans is extremely slow, deadlines to respond have been extended; and progress is being made to update the digital records and filing system in the Veterans Service office.

VETERANS SERVICE OFFICER RE-APPOINTMENT

Per SDCL 33A-1-22, the County shall employ a Veterans' Service Officer, who may be re-appointed for terms of four years for each term. This appointment is subject to removal by the Board of County Commissioners upon the recommendation of the State Secretary of Veterans' Affairs for cause. Motion by VanDusen, second by Gabel, to re-appoint Todd Rose as the Veterans' Service Officer for Codington County, for a term of four years, beginning January 1, 2022 through the first Monday in January 2026; all voted aye; motion carried.

HAUL ROAD RESTORATION PROJECT CHANGE ORDER

Highway Superintendent, Rick Hartley, presented the Board with Change Order #3 for the Haul Road Restoration Project. The Highway Supt. noted a culvert was missed, that needs to be replaced in an approach leading into the wind energy substation. Motion by Gabel, second by Johnson, to approve a change order for the aforementioned culvert installation at an estimated cost of \$10,638.00; all voted aye; motion carried.

SURPLUS MOTOR GRADERS

Motion by Waterman, second by Gabel, to declare the following equipment surplus to be traded in on new equipment: GEN01595 Caterpillar Motor Grader s/n M9J00813; GEN01596 Caterpillar Motor Grader s/n M9J00815; GEN01597 Caterpillar Motor Grader s/n M9J00812; all voted aye; motion carried.

RETIREMENT NOTICES

Motion by Johnson, second by Waterman, to accept the letter of retirement from Treasurers' office Administrative Support employee, Betty Overlie, effective 12/31/2021; all voted aye; motion carried. Motion by Gabel, second by VanDusen, to accept the letter of retirement from Government Buildings' Custodial employee, Cindy Dargatz, effective 12/31/2021; all voted aye; motion carried.

TREASURER ADMINISTRATIVE SUPPORT POSITION

Motion by VanDusen, second by Gabel, to approve the advertising and hiring of an Administrative Support position in the Treasurers' office; all voted aye; motion carried.

PURCHASE OF TRIDENT CLEANING EQUIPMENT

Motion by Gabel, second by VanDusen, to approve the purchase of a Trident CC17 Cleaning Companion, as budgeted, for the Court House, in the amount of \$3,151.73, as requested by Facilities Manager, Steve Molengraaf; all voted aye; motion carried.

NOVEMBER SALARY CLAIMS

Motion by Gabel, second by Waterman, to approve the following salary claims for the month of November; all voted aye; motion carried: Commissioners: 10,595.05 total salaries. Auditor: 22,779.72 total salaries. Co. Treasurer: 33,879.37 total salaries. States Attorney: 35,964.55 total salaries. Gov. Buildings: 21,299.61 total salaries. Dir. Equalization: 46,204.68 total salaries. Reg. of Deeds: 24,918.12 total salaries. Veterans Service: 11,893.41 total salaries. Sheriff: 98,600.05 total salaries. Co. Jail: 124,372.99 total salaries. Coroner: 4,090.70 total salaries. Welfare: 10,540.35 total salaries. County Nurse: 5,164.52 total salaries. Ag. Bldg.: 10,129.64 total salaries. Co. Extension: 10,443.26 total salaries. Weed: 6,308.34 total salaries. Planning Board: 452.16 total salaries. Road & Bridge: 102,729.88 total salaries. Emergency Management: 12,882.45 total salaries. Crime Victim: 7,252.50 total salaries. W.I.C.: 4,834.55 total salaries. Total 605,335.90. Breakdown of withholding amounts which are included in the above: S.D. Retirement 56,508.04; S.D. Retirement 72.87 spouse option; S.D. Supplemental Retire. 3,570.00 suppl. retire.; Sanford 82,242.24 ins.; Reliance Standard Life Insurance 772.23 life ins.; Delta Dental 6,424.20 ins.; Avesis 888.55 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 526.90 employee union dues; AFLAC 4,180.59 ins.; John Hancock 5,240.00 suppl. retire.; AFLAC 927.46 ins.; Watertown United Way 60.00 employee contributions; Office of Child Support 435.00 employee payments; Sioux Valley Credit Union 25,136.00 employee payments; SDRS Supplemental Retirement 4,055.00 Roth retirement; Teamsters Local Union 120 458.00 employee union due; Codington County Deputy Sheriff's Association 120.00 employee union dues; ReliaBank Dakota 41,155.07 federal withholding; ReliaBank Dakota 68,277.72 social security.

EXECUTIVE SESSION

Motion by Gabel, second by VanDusen, to enter into executive session at 9:25 a.m., to discuss a personnel issue and a safety issue; all voted aye; motion carried. The Board returned to regular session at 9:54 a.m. Human Resource Representative, Natalie Remund, was present for executive session. No action was taken following executive session.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Waterman, second by Johnson, to adjourn at 9:54 a.m., until 9:00 a.m., Tuesday, December 14th, 2021; all voted aye; motion carried.

ATTEST:

Alissa Harte
Auditor Administrative Assistant

Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$ _____

OFFICIAL STATEMENT OF FEES COLLECTED
REGISTER OF DEEDS STATEMENT OF FEES COLLECTED DURING THE MONTH
OF NOVEMBER, 2021

The sum of **\$42,801.85** in fees has been collected by me as Register of Deeds for NOVEMBER, 2021

Ann Rasmussen being duly sworn, deposes and says that she is the Register of Deeds in and for CODINGTON COUNTY, State of South Dakota; that the foregoing statement is a true and correct report of all fees collected by me as such Register of Deeds, as required by law, during the month of NOVEMBER, 2021

Ann Rasmussen by Mary Eramoen
Register of Deeds

Subscribed and sworn to before me this 1 day of Dec 2021

Cindy Bruyman

CERTIFIED BIRTHS

State Children's Fund (\$2.00)	<u>\$ 186.00</u>
County General Fund (\$5.00)	<u>\$ 465.00</u>
State EVRSS Fund (\$5.00)	<u>\$ 465.00</u>
State General Fund (\$3.00)	<u>\$ 279.00</u>

TOTAL \$ 1,395.00

CERTIFIED DEATHS

County General Fund (\$5.00)	<u>\$ 485.00</u>
State General Fund (\$4.00)	<u>\$ 388.00</u>
State EVRSS Fund (\$6.00)	<u>\$ 582.00</u>

TOTAL \$ 1,455.00

FILED

DEC -1 2021

CODINGTON COUNTY AUDITOR

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

To the Honorable Board of County Commissioners, Codington County:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of the County of Codington as of the last business day in November 2021

Cash on Hand	\$8,567.06
Checks in Treasurer' possession less than 3 days	\$144,452.13
Credit Card Charges	\$8,314.32
Cash Items	\$325.00
TOTAL CASH ASSETS ON HAND	\$161,658.51

RECONCILED CHECKING	
Great Western Bank (Memorial Park)	\$1,618.82
Reliabank Dakota	\$35,640,606.27

INVESTMENTS	
SD Public Funds Investment	\$7,254.43

CERTIFICATES OF DEPOSIT	
Dacotah Bank	\$0.00
First American Bank & Trust	\$0.00
First Premier Bank	\$0.00
Great Western Bank	\$0.00
GW - Home Federal Bank	\$0.00
Peoples State Bank	\$0.00
Plains Commerce Bank	\$0.00
Reliabank Dakota	\$0.00
Wells Fargo	\$0.00

TOTAL CASH ASSETS	\$35,811,138.03
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GENERAL LEDGER CASH BALANCES:

General	\$18,540,242.06
General restricted cash	\$500,000.00
Sp. Revenue	\$14,708,767.54
Sp. Revenue restricted cash	\$0.00
Custodial	\$2,062,128.43
Schools	\$ 1,265,433.95
Townships	\$ 53,479.52
City/Towns	\$ 214,333.22

TOTAL GENERAL LEDGER CASH	\$35,811,138.03
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Dated this 14th day of December, 2021

County Auditor

FUND CASH BALANCES REPORT AS OF 12/01/2021
CODINGTON COUNTY

Fund	Description	BALANCE
101	GENERAL FUND	18,540,242.06
101	GENERAL RESTRICTED CASH	500,000.00
	TOTAL AT FUND GROUP:	19,040,242.06
204	ROAD & BRIDGE FUND	11,403,903.64
204	ROAD & BRIDGE RESTRICTED CASH	.00
207	E-911 FUND	51,977.55
226	EMERGENCY MANAGEMENT FUND	150,724.16
228	VICTIM CRIME SERVICE FUND	18,295.53
229	DOMESTIC ABUSE FUND	1,079.50
231	W.I.C. FUND	12,991.70
233	COURTHOUSE BUILDING FUND	.00
248	24/7 SOBRIETY FUND	40,607.43
250	MODERNIZATION/PRESERVATION	195,507.56
256	SEARCH & RESCUE FUND	54,360.19
290	AMERICAN RESCUE PLAN FUND	2,724,702.41
295	RURAL ACCESS INFRASTRUCTURE	54,617.87
	TOTAL AT FUND GROUP:	14,708,767.54
704	LAW LIBRARY FUND	.00
706	SPECIAL HIGHWAY FUND	.00
721	SCHOOL DISTRICTS FUND	1,265,433.95
722	CIVIL TOWNSHIPS FUND	53,479.52
723	CITIES AND VILLAGES FUND	214,333.22
724	WATER DEVELOPMENT DIST. FUND	11,994.77
725	ADVANCE TAX COLLECTION FUND	.00
726	REGISTER OF DEEDS FUND	2,286.80
727	GAME, FISH & PARKS FUND	.00
728	CLERK OF COURT FUND	.00
729	TAX SALE REDEMPTION FUND	.00
733	SANITARY SEWER DIST. FUND	.00
734	DEPOSIT FUND	.00
735	TREASURER'S TRUST FUND	.00
736	MUNICIPALITIES (5%) FUND	.00
738	FINES TO SCHOOLS FUND	.00
741	911 TRUST AND AGENCY FUND	.00
742	STATE MOTOR VEHICLE FUND	497,758.71
746	AUTO EXCISE TAX FUND	.00
755	SALES TAX FUND	262.98
758	BOOKMOBILE FUND	3,464.22
766	LAW LIBRARY FUND	10,604.26
769	MODERN/PRESERATION RELIEF	2,510.00
770	FIRE DEPT. MONIES	.00
	TOTAL AT FUND GROUP:	2,062,128.43
	TOTAL:	35,811,138.03

The State's Attorney's office is requesting authorization to enter into an agreement with Journal Technologies, Inc. for a software service agreement.

We have been using Justware case management since 2002. Justware is no longer being serviced by its developer and they have changed to a cloud based system called eProsecutor Online. We are requesting to enter into an agreement to use this same company with their new product. They will migrate all of our information to the new system.

The new system will feature better tracking information for us on case dates and allow us to better track the discovery being sent from our office in one system. As it is a cloud based system, we will be able to access it from any location, which will permit us to access it from the courtroom and work remotely more easily if needed.

The price will be an annual hosting fee of \$25,000.00 for up to 10 users plus a storage fee of approximately \$17.00 per month.

We have been happy with the service that Justware has provided over the years. We have investigated other products and found that they do not meet all of our needs. One of the larger needs that is not met is forms for using to generate documents.

27. TRUCK UTILITY FULL SIZE. 4 DOOR PURSUIT RATED; ALL WHEEL DRIVE

WEGNER AUTO
DODGE DURANGO PURSUIT RATED
CONTRACT #: 17620

Engine, 5.7 Liter V-8 355 HP
 Seating Capacity 5 Passengers
 Cargo Volume 70 Cubic Feet
 Overall Length 201"
 Transmission, Automatic
 Police engine cooling package
 Bluetooth Capability
 220 Amp Alternator
 750 CCA Heavy duty battery
 Interior center mounted Police dome light with red and white illumination
 Backup Camera
 Power Door Locks
 Power Windows
 Power locks
 Radio, AM/FM with auxiliary audio port/usb
 Air Bags, Side Impact
 Rear Heat and Air Conditioning
 Police wiring and interior power supply for lighting/police equipment
 Cruise Control/Tilt
 Floor Covering, Carpet
 Guard, Skid Plate Package – Manufacturer's Standard (includes skid plates for the fuel tank, transfer case and front suspension)
 Towing Capacity 5000 pounds
 Heavy duty suspension, police rated (PPV)
 Tires, P265/60R18, All-Season
 Brakes – ABS, 4-wheel disc brakes
 Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
 Mirrors, Right & Left Outside
 Power Heated Mirrors
 Rear Window Defroster
 Seats, Front, Bucket, Cloth
 Power adjustable driver's seat
 Seat Covering heavy duty cloth
 Rear Seat, Cloth
 Wipers, Multiple Speed
 Wiper, Rear Window
 Dark tinted glass
 Standard Colors are Silver, Black, White, & Destroyer Gray
 Factory Freight

Delivery 120 150 days

Base Cost \$34,215

- | | | |
|---|-----------|---|
| • 3.6 L Pentastar Engine | \$(-1200) | } |
| • Light, Spotlight, Post Mounted 6" (black housing) | \$790 | |
| • Light, Spotlight, Roof Mounted 6" | \$790 | |
| • Engine block heater | \$195 | ← |
| • Daytime Running Lights | \$200 | |
| • Full Size Spare | \$300 | |
| • Push Bar | \$1875 | |
| • Full Center Console | \$450 | |
| • Paint upgrade charge, dealer must specify which colors have an upgrade charge | \$595 | |
| • Rear Vinyl Seat | \$195 | |
| • Painted Aluminum Wheels | \$595 | |

34,215
del 250
34,250
Their price

Watertown Ford Chrysler
1600 9th Ave SE Watertown, South Dakota 57201
Toll Free: 800-658-3671 Phone: 605-886-5844 Fax: 605-886-5909
Home page: <https://www.watertownfordchrysler.com/>

December 03, 2021

Re: 2022 Dodge Durango Pursuit

Brad Howell
Codington County Sheriff Dept
14 First Ave SE
Watertown, South Dakota, 57201
Phone: 605-882-6280

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.
Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson
Commercial Account Manager
605-868-7978
mike@watertownfordchrysler.com

WATERTOWN CHRYSLER
 1600 9TH AVE SE
 WATERTOWN, SD 572015305

Configuration Preview

Date Printed: 2021-12-03 12:23 PM VIN:
 Estimated Ship Date: VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00NT1 Codington County SD
 FAN 2:
 Client Code:
 Bid Number: TB2090
 PO Number:

Sold to:
 WATERTOWN CHRYSLER (44996)
 1600 9TH AVE SE
 WATERTOWN, SD 572015305

Ship to:
 WATERTOWN CHRYSLER (44996)
 1600 9TH AVE SE
 WATERTOWN, SD 572015305

Vehicle: 2022 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	37,095
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LNF	Black Left LED Spot Lamp	545
	ADL	Skid Plate Group	295
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB2090	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595

Total Price: 39,530

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Salesperson:
 Customer Name:
 Customer Address:
 Instructions: USA

35,221

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

DESCRIPTION	PRICE
BASE UNIT PRICING – includes FOB delivery to body builder's location in Monroe, Wisconsin	
Truck, Cab Chassis, Tandem Axle - minimum of 450 HP and shall have a minimum peak torque of 1,650 lbs.	\$109,654.00
Truck, Cab Chassis, Tandem Axle - Shall be a minimum of 505 HP and shall have a minimum peak torque of 1,850 lbs.	\$110,379.00
OPTIONS	PRICE
Engine software, logic software, and communication cable priced per set.	\$300.00
Option, Subscription	\$121.00 per year, per unit
Training Classes	\$1.00
5 Year Extended Warranty	\$2450.00
Siped Front Tires	\$250.00
FOB Delivery to Sioux Falls	\$1.00
FOB Delivery to Mitchell	\$128.00
FOB Delivery to Pierre	\$372.00
FOB Delivery to Aberdeen	\$308.00
FOB Delivery to Rapid City	\$684.00
Set Back Axle	(-\$1,263.00)
Horsepower decrease from 450	(-\$242.00)
2-man passenger seat	\$156.00
Locking Rear Ends	\$1,029.00
Fepto	(-\$2,016.00)
18K Front Axle	(-\$324.00)
Tractor Package (5 th wheel)	\$3,123.00
Manual Transmission (13 speed)	(-\$7452.00)
Steel Bumper	\$251.00
Delete Black Hood Paint	(-\$286.00)
Tire Size 385	(-\$182.00)
Single 7/16 Frame	(-\$387.00)
50 Gallon Fuel Tank	(-\$104.00)
40,000 Pound Rears	(-\$1753.00)
Color Change	\$958.00
Upgrade to SS Def Bracket in lieu of Carbon Steel	\$237.00
Batteries Behind Cab	\$459.00
Upgrade to 18 Gallon DEF Tank	\$117.00
Relocate Air Tanks	\$357.00
Upgrade to 2 Power Outlets	\$112.00
Aluminum Kick Panels	\$136.00
Upgraded Floor Mats	\$148.00
Upgrade Exterior Sun Visor	\$258.00
Upgrade Front Tow Hooks	\$152.00
13.2K Henrickson Pusher, Complete	\$7650.00
Extended Cab	\$4,123.00

\$ 119,726.00



United States Department of the Interior
U.S. GEOLOGICAL SURVEY
Dakota Water Science Center

ND Programs Office
821 E. Interstate Avenue
Bismarck, ND 58503

SD Programs Office
1608 Mountain View Road
Rapid City, SD 57702

November 10, 2021

Ms. Cindy Brugman
County Auditor
Codington County
14 First Avenue SE
Watertown, South Dakota 57201

Dear Ms. Brugman:

Attached is our standard joint-funding agreement (22NTJFA0051) for the Dakota Water Science Center Water Resources Investigations project for operation and maintenance of one stream flow gage, two real-time flood monitoring stations, and two real-time precipitation gages, during the period January 1, 2022 through December 31, 2022 in the amount of \$9,933 from your agency. U.S. Geological Survey contributions for this agreement are \$7,495 for a combined total of \$17,428. Please sign and return one fully-executed original to Misty Mandas at gs-w-dsc_agreements@usgs.gov and retain a copy for your records.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Joel Galloway by phone number (701) 250-7402 or email jgallowa@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Misty Mandas at phone number (605) 394-3246 or email at mmandas@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

ERIC
VOLKMAN

Eric T. Volkman
Director

Digitally signed by ERIC
VOLKMAN
Date: 2021.11.15
07:22:07 -07'00'

Attachment
22NTJFA0051 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000456
Agreement #: 22NTJFA0051
Project #: NT00GT1, 0100, YF
TIN #: 46-6000516

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2022, by the U.S. GEOLOGICAL SURVEY, Dakota Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Codington County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, investigations project for operation and maintenance of one stream flow gage, two real-time flood monitoring stations, and two real-time precipitation gages, herein called the program. The USGS legal authority is 43 USC 36C, 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$7,495 by the party of the first part during the period January 1, 2022 to December 31, 2022
- (b) \$9,933 by the party of the second part during the period January 1, 2022 to December 31, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Codington County
Attachment for 22NTJFA0051
1/1/2022 to 12/31/2022

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS			
	USGS	COOP	TOTAL	
06479215 BIG SIOUX RIVER NR FLORENCE, SD Full Range Streamflow Station	\$3,385	\$4,525	\$7,910	
06479490 MUD CREEK NEAR RAUVILLE, SD Stage, Seasonal Cont.	\$590	\$773	\$1,363	
06479498 SOUTH BRANCH TRIB MUD CR NR RAUVILLE, SD Stage, Seasonal Cont.	\$1,180	\$1,545	\$2,725	
	Total:	\$5,155	\$6,843	\$11,998

CLIMATE

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
445959096582600 PRECIP AT WAVERLY, SD Precipitation, Continuous	\$1,170	\$1,545	\$2,715
450628097060800 PRECIP NEAR SOUTH SHORE, SD Precipitation, Continuous	\$1,170	\$1,545	\$2,715
	Total:	\$2,340	\$3,090
			\$5,430
	GRAND TOTAL:	\$7,495	\$9,933
			\$17,428



615 East 4th Street, Pierre, SD 57501 P605.773.3361 F605.773.5683

SOUTH DAKOTA
DEPARTMENT OF HEALTH

Division of Family and Community Health
Child and Family Services
Chronic Disease Prevention and Health Promotion
Disease Prevention Services
State Epidemiologist

December 2, 2021

Codington County Commission
14 1st Avenue SE
Watertown, SD 57201

Dear County Commission:

Thank you for your commitment to the delivery of public health services for constituents in your county. This year's contract was sent electronically to the County Auditor. The Auditor will print the document and share with the Commission for discussion. The document can be signed then scanned and returned to me at the e-mail address below.

The contract would begin January 1, 2022 and run through December 31, 2022. You will notice a 2.4 % increase which is consistent with FY 2022 State Salary Policy.

I am available to answer any questions you might have related to the contract, and can be reached by phone at 773-4074 or by email <mailto:linda.ahrendt@state.sd.us>

Following review and approval of the contract, please send the appropriate certificates of insurance as described in the contract to Carol Hines either electronically to carol.hines@state.sd.us or standard mail to:

South Dakota Department of Health
Attn: Carol Hines
615 East 4th Street
Pierre, SD 57501
(605) 773-3693

Once the Department of Health signatures have been affixed, a copy of the contract will be sent electronically to the Auditor.

Sincerely,

Linda Ahrendt
Administrator
Office of Child & Family Services

STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

Codington County Commission
14 1st Avenue SE
Watertown, SD 57201
(605) 882-6297
Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536
Referred to as "State"

The State and the County hereby enter into a contract for providing community health nursing services.

The parties' duties pursuant to this contract shall begin on January 1, 2022, and end December 31, 2022.

I. COUNTY

- A. County is not a full or part-time employee of the State or any agency of the state of South Dakota.
- B. County clerical may use the equipment and supplies owned by the State of South Dakota including computers, system furniture, and other equipment necessary to deliver services.

C. County agrees to:

- 1. Provide the following for the community health nurse or nurses:
 - a) Clerical support for the nursing service hours of this contract in addition to WIC Services. Clerical support for WIC related services will be reimbursed at per participant rate based on monthly caseload as specified in a separate WIC Contract.
 - b) Office space sufficient to carry out ordinary day-to-day duties.
 - c) Clerical staff must be competent in utilizing computer equipment including Microsoft Office applications and capable of learning multiple program specific software applications.
 - d) Provide maintenance and upkeep to the Community Health Office.
 - e) Assure county clerical working with Child and Family Services provide documentation of two dose series of MMR for staff born after 1956, or serologic proof of immunity, one-time dose of Tetanus/Diphtheria/Pertussis (Tdap), and annual influenza vaccination. May require other vaccine recommendations in an outbreak when staff member has not been completely immunized or immunization status is unknown.

2. Allow DOH Nurse participation in County Clerical interview process. Our role would be to provide a comprehensive description of the position and respond to any questions about the services that are provided along with day-to-day operations.
3. Pay up to a total of \$14,509.00 for community health nursing services rendered. The County agrees to pay said amount in installments of \$3,627.25 on or before each of the following dates:
 - f) January 15, 2022;
 - g) April 15, 2022;
 - h) July 15, 2022;
 - i) and October 15, 2022.

Each installment is to be sent to the:
South Dakota Department of Health
Office of Child & Family Services
Attn: Leah McQuiston
615 East 4th Street
Pierre, SD 57501

The State will bill the County approximately one month in advance of the installment due date.

D. **INSURANCE:** County agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:
Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract ~~or be no less than two times the occurrence limit.~~
2. Worker's Compensation Insurance:
Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
3. Certificates of Insurance:
Before beginning work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by State.

E. County agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require the County to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.

- F. County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 25, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

- I. As a Business Associate, Consultant agrees:
- a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
 - b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
 - c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
 - d. to ensure that its agents, including a subcontractor for which Consultant has received prior written consent from State pursuant to "Other Provisions" section G to whom it provides PHI received from or created by Consultant on behalf of State, agrees to the same restrictions and conditions applicable to Consultant, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (E PHI). Consultant also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;
 - e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by Consultant as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

- f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Consultant will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Consultant will not engage in any communication which might be deemed to be “marketing” under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
2. Notwithstanding the prohibitions set forth in this agreement, Consultant may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
 - a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify Consultant of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

Consultant further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to Consultant;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

II. STATE

- A. Employ nursing staff to provide Public Health services to the County. The State's community health nurse shall provide a minimum of 2704 hours of nursing service to the County. Services will typically be delivered in face to face client interaction but may also include telehealth, virtual visits, and other technology platforms. Clientele can access some services any day of the week through virtual technology which enhances opportunities in part-time offices. The primary focus of the community health nurse is preventive care and health education. Examples of the services that may be provided to the County include:
 1. Pregnancy care education
 2. Infant safe sleep education and equipment to ensure a safe sleep environment
 3. Family Planning program services or referrals
 4. Post-partum services
 5. Developmental screening

6. Immunization Services
7. Health and safety education to individuals and groups
8. Communicable disease prevention and intervention
9. Tuberculosis testing – TB medication management
10. Local Emergency Preparedness
11. Client need coordination and referral
12. Depression Screening Services
13. Nutrition education
14. Collaboration with community partners
15. Oral health screening and education
16. Fluoride varnish application

- B. Provide oversight to assure that professional standards and Program criteria are met. On-site review of records, direct observation of services, review of statistical information and training will be provided to assure quality service.
- C. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties.
- D. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
- E. Provide medical supplies such vaccines to ensure high rates of immunization coverage are maintained.
- F. Pay for telephone charges, computer network, computer support, office equipment and postage used by Child and Family Services.
- G. Provide county clerical with screening and appropriate immunizations as needed according to Child & Family Services/DOH policy.

III. OTHER PROVISIONS

- A. **CHOICE OF LAW AND FORUM.** The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. **INTEGRATION.** This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. **TERMINATION:** This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. **NOTICE:** Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Consultant Contact Person on behalf of Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

- E. **ASSURANCES:** The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. **RESTRICTION OF BOYCOTT OF ISRAEL:** Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
- G. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- H. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- I. **NONASSIGNMENT/SUBCONTRACTING:** Consultant shall not assign this contract, or any portion thereof, without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein ~~without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its subcontractors to~~ comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- J. **FEDERAL AND STATE LAWS:** Consultant agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- K. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Consultant shall be delivered to State upon completion or termination of services under this contract.
- L. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Consultant agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- M. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- N. **AUDIT REQUIREMENTS:**
(EXPENDING \$750,000 OR MORE)
A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.

- O. **FORCE MAJEURE:** Neither Consultant nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- P. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Consultant.
- Q. **RECORD RETENTION/EXAMINATION:** Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- R. **LICENSING AND COMPLIANCE:** The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.
- S. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.
- T. **CONFLICT OF INTEREST:** Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- U. **RECYCLING:** State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

_____ Beth Dokken, Director Division of Family & Community Health Department of Health	_____ Date	_____ Chairman, County Commission Brenda Hanten Email: bhanten@codington.org	_____ Date
---	---------------	---	---------------

_____ Darcy McGuigan, Director Division of Finance Department of Health	_____ Date
--	---------------

State Contact Person: Scott Gregg Phone: (605) 773-2569

County Contact Person: Cindy Brugman Phone: (605) 882-6297
Email: cbrugman@codington.org



MEMORANDUM OF UNDERSTANDING

between

SDSU Extension and Counties of South Dakota

2022

*In accordance with Chapter 4.05, Section 4.0504, Revised Code of 1939 and as subsequently amended to conduct Extension educational programs in Agriculture and Natural Resources, Family and Consumer Sciences, Community Development and 4-H Positive Youth Development with the complete understanding of all parties concerned. South Dakota State University Extension, the United States Department of Agriculture, and the Board of County Commissioners of **Codington County** enter in the following agreement:*

COOPERATIVE EDUCATIONAL PROGRAM DEVELOPMENT

SDSU Extension agrees to give guidance and active assistance to the 4-H Youth Program Advisor in determining and carrying out 4-H and Youth Development educational programs that will be of greatest benefit to the people in the county. SDSU Extension agrees to assist the 4-H Youth Program Advisor in the conduct of their work by providing program planning and development, leadership, training, supervision, and subject matter support through Extension specialists, field specialists, publications, and technology information services.

PERSONNEL AND FINANCIAL RESPONSIBILITY OF COOPERATING COUNTY

The Board of County Commissioners agrees to furnish an office suitable to all parties of the Memorandum. The Board of County Commissioners further agrees to provide sufficient funds for qualified office administrative support, 4-H Advisor travel expenses, office supplies, and equipment, postage, demonstration and educational supplies, telephone/internet and related charges and up-to-date computer/related equipment, subject to the county's budgetary authority.

The Board of County Commissioners agrees to pay annually to South Dakota State University for partial salary support of the 4-H Advisor position. Payments must be made by the 31st day of March in this calendar year. For the calendar year 2022, this is in the amount of \$21,136.53 which reflects the 4-H Youth Program Advisor's 1.0 FTE appointment in Codington County. Should the position become vacant during the 2022 calendar year, or portions thereof, the county shall be reimbursed on a pro-rata basis for such period(s) of vacancy at the close of the calendar year.

The Board of County Commissioners agrees to reimburse the 4-H Youth Program Advisor for official use of their personal vehicle, meals, and lodging on official business away from their county office headquarters at rates and policies (e.g., IRS, GSA) equal to or above those established by the State Board of Finance. The 4-H Youth Program Advisor will submit itemized vouchers for official travel expenses to the County Auditor for presentation to the Board of County Commissioners for payment.

The 4-H Youth Program Advisor will travel within the county to serve clientele and conduct educational programming. Furthermore, the 4-H Youth Program Advisor will participate in some out-of-county activities that are related to their duties for the county (e.g., State Fair) for which the Board of County Commissioners agrees to reimburse travel expenses. The Board of County Commissioners further agrees to allow the 4-H Youth Program Advisor to participate in some training and special events outside of the county which are related to their duties and continued professional development. For these specific mandated professional development events, SDSU Extension will provide travel reimbursement to the 4-H Youth Program Advisor.





ACCESS TO CONFIDENTIAL DATA

Access to SDSU Extension data and communications, whether it resides on county-owned or SDSU Extension-owned equipment, shall be restricted to South Dakota State University personnel or their respective designees. As stated in the South Dakota Board of Regents Acceptable Use Policy, information resources and technology should be used to support the operations and missions of the South Dakota Regental System. Accordingly, the Technology and Security Office at South Dakota State University will investigate any and all allegations of misuse of technology by SDSU Extension personnel. Allegations of misuse of technology on county-owned equipment by SDSU Extension personnel will be investigated jointly by the SDSU Office of Technology and Security and the appropriate county personnel. SDSU will work with individual counties as requested to establish a standard Third Party Agreement to address network access concerns.

COOPERATIVE PERSONNEL EMPLOYMENT POLICY

It shall be the responsibility of SDSU Extension to screen and certify the qualifications of applicants for a vacant position. The County Commission will be represented in interviewing candidate(s) for the open position and participate in recommending approval or rejection of the candidate's employment by SDSU Extension. Salary will be determined by SDSU Extension with approval of South Dakota State University and the South Dakota Board of Regents.

If the performance of a 4-H Youth Program Advisor becomes unsatisfactory, his/her employment may be terminated in accordance with South Dakota State University and Board of Regents Personnel policies. In addition, SDSU Extension may need to remove a 4-H Youth Program Advisor when either appropriated State or Federal funds or the County funds are not adequate to satisfactorily carry on effective 4-H Positive Youth Development Extension educational programs in the county.

The employment policies of SDSU Extension and parties to this cooperative agreement are required to conform to provisions of the Civil Rights Act of 1964 and related amendments thereto prohibiting discrimination.

APPROVAL AND/OR MODIFICATION OF MEMORANDUM

This memorandum will be in effect when the Board of County Commissioners and SDSU Extension approve it. It supersedes all previously signed agreements and shall remain in effect until it is expressly terminated in writing by one or more of the parties concerned. This agreement should be reviewed at the first meeting of the County Commission each year for purposes of informing new members and reacquainting experienced members with its provisions.

DATE

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

DATE

DIRECTOR, SDSU EXTENSION



SDSU Extension is an equal opportunity provider and employer in accordance with the nondiscrimination policies of South Dakota State University, the South Dakota Board of Regents and the United States Department of Agriculture.

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